epitomized for an elementary treatise, and its citations of authorities are too meager to make it valuable to the practicing lawyer. There is no place for it in the law school curriculum; nor do we think that young men would find it suited to their needs in cramming for bar examinations. If it supplies a want in England, it bears witness to methods of legal training there which are quite different from those which are approved here.

COMMENTARIES ON THE LAW OF NEGLIGENCE. By Seymour D. Thompson, LL. D. Indianapolis: The Bowen-Merrill Co. 1901. Vol. I, lvii, 1254.

This is the first volume of a stupendous work, a work in striking contrast with the Epitome of Personal Property noticed above. That is concise to a fault; this is prolix in the extreme. That is kept within narrow limits by its author's adherence to his resolution to stick closely to his subject and to disentangle it from allied topics; this has been expanded from the three volumes originally intended, to six, in order to avoid "throwing away large portions of the material which had been collected," as we are told in the preface. The Epitome reads like jottings for lectures; the Commentaries like the diffuse judicial opinion which has come into vogue with the stenographer and typewriter. Indeed, Judge Thompson tells us again, in his preface, that he "is now convinced that the treatise form, so-called, is the best form in which to present legal doctrines and their applications—the same being substantially the form and style employed by a judge in writing an opinion."

That the work, when completed, will be a mine of valuable material, is beyond doubt. Not only the contents of this volume, but the learning and industry of its distinguished author, give full assurance of that. Perhaps, the term "mine" is not a happy one; certainly, we do not wish to give the idea that the material in this volume is a conglomerate mass. It is far from that. It has been carefully analyzed, arranged and labeled. There is no confusion of thought and no jumbling of topics. All that can be said in the way of criticism is, that the book contains a great deal of valuable matter never before collected under the head of Negligence. The chapter on Dogs furnishes a fair illustration. Two of the sections are devoted to "The Status of Dogs as Property," and to the "Liability of Corporations Keeping Dogs." In neither of these sections is the subject of negligence referred to.

The present volume contains a general discussion of the principles of the law of Negligence. The second volume will be devoted to the negligence of telegraph companies and of railway companies, except as carriers of passengers. Volume three will deal with the negligence of carriers of passengers by land and by water, with the negligence of municipal corporations and of public officers. Negligence in the relation of master and servant will be the topic of volume four, while the fifth volume will deal with the negligence of carriers of goods, and with remedies, procedure and damages. The sixth volume will embrace topics not included in the predecessors, as well as an exhaustive index and a table of the thirty-five thousand

cases, which, it is supposed, will be cited in the entire work. We shall await the forthcoming volumes of this series with much interest.

AN EXPOSITION OF THE PRINCIPLES OF ESTOPPEL BY MISREPRESENTATION. By John S. Ewart. Chicago: Callaghan & Company. 1900. Pp. xli., 548.

This is an original and suggestive book. It displays a careful study of leading cases, an unusual ability to analyze decisions, to criticize authorities and to announce broad generalizations. That the author's conclusions are as trustworthy as they are daring is open to question. His own confidence, however, in their absolute accuracy is unbounded, reminding one not a little of Sidney Smith's remark, that he wished he was as sure of anything as Tom Macaulay was of everything.

The readers of this book will agree with Mr. Ewart, that the law of estoppel, as set forth by him, is very modern; so modern, in fact, as to raise serious doubts whether it yet exists. Certainly no one can peruse this work without being convinced that neither any judge nor any other writer has discovered the true principles of estoppel, if Mr. Ewart has set them forth here. Every statement of those principles by his predecessors has been wofully inadequate or positively erroneous. And yet, the learned author is able to quote sentences or paragraphs from their writings in support of almost every proposition which he lays down. Indeed, the deftness with which he weaves these quotations into the fabric of his argument is one of the striking characteristics of the book. The force and smoothness of that argument, we have to confess, swept us with it for some time. Perhaps the first thing to give us pause was the author's attempt to show that every peculiarity of negotiable instruments usually ascribed to the law merchant is really an example of estoppel. He admits that the authorities are against his views. He does not hesitate to quote Lord Mansfield, Barons Pollock and Wilde, Justices Williams and Byles, Lord Herschell, Mr. Bigelow and Sir Frederick Pollock, with a view to writing them all down opposed to him, and egregiously mistaken. In his opinion, there is no "law of merchants, in any other sense than there is a law of financiers or a law of tailors." There is no antagonism between the principles of the law merchant and the common law, nor do the doctrines of the former constitute exceptions to those of the latter. What Lord Mansfield, Chief Justice Cockburn, Lord Blackburn and their associates on the bench and at the bar have designated as the law merchant is not a well-defined body of legal rules at all; it is but a misleading figure of speech for which the one word "estoppel" should be substituted.

This being granted, it follows that every such statement as this: "The law merchant validates in the interest of commerce a transaction which the common law would declare void for want of title or authority," is erroneous, and that every decision based upon the doctrine that negotiable instruments are governed by different rules from those applicable to non-negotiable writings